RECENT IMPORTANT DECISIONS

ADMIRALTY—MEANING OF "SHORE."—Certain sections of a dry dock containing a tug were driven by a violent storm across the Mobile River and left on the land above the ordinary high water mark. *Held,* subject to salvage, and a suit to recover for replacing the tug in the water within admiralty jurisdiction. *The Gulfport,* (Dist. Ct., S. D. Ala., 1917), 243 Fed. 676.

In the case of *The Ella,* 48 Fed. 569, the Court was confronted with an analagous situation and allowed salvage. But in that case the question of jurisdiction does not appear to have been raised. Salvage is due for assistance in dangerous situations at sea and for property preserved after having been cast on shore. *Waite* v. *The Antelope,* Fed. Cas. No. 17,045; *Cope* v. *Vallette Dry Dock Co.,* 119 U. S. 625. "Shore" is defined as that space between ordinary high and low water mark, *Shively* v. *Bowlby,* 152 U. S. 1; *Elliott* v. *Stewart,* 15 Ore. 259. In the instant case the violence of the storm assisted by a time-worn definition had apparently placed the tug beyond the jurisdiction of the admiralty court. But the court was equal to the situation and extended the "shore" to include land on which waters have deposited things which are the subject of salvage. This is in accord with the liberal doctrine of admiralty courts which look to the subject matter rather than to narrow rules and definitions.

ADOPTION—RIGHT OF INHERITANCE—SECOND ADOPTION.—The Comp. Laws, 1897, provide that on adoption the child shall become and be an heir at law of the adoptive parents. There was a second proceeding for the adoption of a child which was signed and assented to by the parties. *Held,* that it *ipso facto* revoked or superseded the first order of adoption of the child by other parties, and the child lost his right to inherit from his first adoptive parents. *In re Klapp's Estate,* (Mich., 1917), 164 N. W. 381.

The cases decide that unless the statute expressly provides otherwise, the adopted child will inherit from his natural parents as well as from his adoptive parents. *In re Walworth's Estate,* 85 Vt. 322; *Clarkson* v. *Hatton,* 143 Mo. 47; *Flannigan* v. *Howard,* 200 Ill. 396, 15 MICH. L. REV. 161. In *Patterson* v. *Browning,* 146 Ind. 160, the court held that the second adoption did not revoke the right of inheritance from the first adoptive parent on the ground that the adopted child according to the statute inherits as if it were a natural child. "At all events there is no reason why the second adoption should destroy the relation created by the first adoption and the legal capacity to inherit thereby created." *Russell's Admin.* v. *Russell's Guardian,* 14 Ky. Law Rep. 236, was decided the same way but no reasons were given for the decision. In the instant case the court said that the second adoption having destroyed the rights and obligations of the prior adoptive parents, destroyed the reciprocal right of inheritance. It differentiates this result from that of inheriting from natural parents even though adopted. "In the one case, by no act of the parent, can he prevent the child becoming his heir

In the other case, the child cannot become his heir without his consent." This reasoning seems strong from the standpoint of free interpretation of the statute. But construing the statute strictly it would seem to follow that when the child becomes adopted its right to inherit becomes vested and could not be revoked by a subsequent adoption.

BANKS AND BANKING—ALTERATION OF AMOUNT OF CHECK—SPACE FOR AMOUNT IN WORDS LEFT BLANK.—Plaintiff's clerk presented blank check for signature to plaintiff, but there were the figures £2.0.0. in the space intended for figures. The check was signed and clerk raised the figures and wrote "one hundred and twenty pounds" in the space left for the words. Check was paid at the bank. Plaintiff sues for difference. *Held,* that the mandate to the bank was to pay £2 only and the circumstances did not constitute negligence on part of plaintiff. *Macmillan* v. *London Joint Stock Bank Limited,* (1917), 2 K. B. 439.

The scope of the case of *Young* v. *Grote,* 4 Bing. 253, is limited, and Scrutton, L. J., decides it is no longer authority. There is implied authority to fill blanks of a signed note but not to alter the terms. *Angle* v. *N. W. Ins. Co.,* 92 U. S. 330. The alteration of a note by filling in spaces and increasing the amount for which it was made avoids the note. *Greenfield Savings Bank* v. *Stowell,* 123 Mass. 196; *Shipman* v. *State Bank,* 126 N. Y. 318; *Crawford* v. *W. S. Bank,* 100 N. Y. 50. *Hall* v. *Fuller,* 5 B. O. C. 750. The marginal figures being no part of the instrument, it has been held that where the holder of a note, in blank, filled it up and negotiated it for a larger sum than was indicated by the marginal figures, this does not vitiate the note although he also altered the figures. *Schryver* v. *Hawkes, 22* Oh. St. 308. *Johnston Harvester Co.* v. *McLean,* 57 Wis. 258. The American cases hold that a depositor who signs blank checks assumes the risk. *Trust Co. of America* v. *Conklin,* 119 N. Y. Supp. 367. It is hard to reconcile the decisions with that in the instant case, for a check is a bill of exchange, and under the same facts, except that a check is not used, the drawer is held liable; *Harvester Co.* v. *McLean, supra,* even though the court decided that there was no negligence on the part of the drawer.

BANKRUPTCY—DISCHARGE—"OBTAINING PROPERTY BY FALSE PRETENSES".—The plaintiff took the defendant's note in renewal of a former note relying on defendant's false statement of assets, the former note having been given almost two years before. *Held,* that defendant's fraud would not render him criminally liable on the charge of obtaining property by false pretenses, nor would it keep him from being discharged in bankruptcy proceedings. *Carville* v. *Lane,* (Me. 1917), 101 Atl. 968.

Section 17 of the BANKRUPTCY ACT of 1898 provides, "A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as * * * are liabilities for obtaining property by false pretenses or false representations * * *". The recent case of *In the Matter of Dunfee,* 219 N. Y. 188, held that a guaranty on a bond was "property" within the meaning of the section. For a thorough review of cases in point see 15 MICH. L. REV. 245.